

CONTRACT NO. _____

PROJECT NO. _____

ORDER NO. OJ-3567-P

AGREEMENT OF INDEMNIFICATION

16220405

WHEREAS, E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, hereinafter referred to as "Du Pont", furnishes emergency first-aid, and related services to its employees on the premises at its PLANT near PARLIN, NEW JERSEY and

WHEREAS, SCIENTIFIC CHEMICAL PROCESSING, INC., hereinafter referred to as the "Contractor", will perform certain work or furnish certain services upon such premises, and

WHEREAS, Contractor desires that such emergency first-aid treatment and related services be made available to his employees on such premises.

NOW, THEREFORE, in consideration of the rendering by Du Pont of emergency first-aid and related services to the employees of the Contractor to the same extent that such emergency first-aid and related services would be available to an employee of Du Pont on such premises, the Contractor, his successors and assigns hereby assume full and complete responsibility and liability for all injuries and damages to any of his employees arising out of or allegedly attributable in any way to such emergency first-aid treatment and services. The Contractor further undertakes and agrees to indemnify and save harmless Du Pont, its employees, contractors, successors and assigns, from any and all actions, rights of action, suits, debts, claims, damages, expenses and demands whatsoever with respect to or on account of any injury to or the death of any employee of the Contractor in any way attributable to or in connection with the performance of such emergency first-aid treatment, and related services of Du Pont, whether or not such injury, damage or death is caused by or alleged to have been caused by negligence of Du Pont.

Nothing contained herein shall be construed as imposing any duty upon Du Pont to provide facilities necessary to furnish emergency first-aid treatment or related services to Contractor's employees or to make such facilities and services available to Contractor's employees.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed this _____ day of _____, 19____.

ATTEST:

BY: *Charles H. Cook*

SEMS DocID

644613

GENERAL CONDITIONS
WASTE REMOVAL CONTRACTS
(PICK-UP AT A DU PONT SITE)

16220406

E. I. DU PONT DE NEMOURS & COMPANY
(Incorporated)

OWNERSHIP — Ownership and title to the materials to be removed and all responsibility and liability in connection therewith shall vest in and be assumed by CONTRACTOR at such a time as said material is loaded into CONTRACTOR's vehicle for removal from DU PONT's plant.

PRECAUTIONS — CONTRACTOR shall perform his services in a careful and workmanlike manner. CONTRACTOR agrees to take all necessary precautions in the handling, transportation and disposal of materials in order to avoid injuries to persons and damage to property.

DU PONT shall provide CONTRACTOR with a general description of the materials to be removed, including a listing of specific chemical waste products and DU PONT'S procedures for handling such chemical products safely. These procedures are made available to CONTRACTOR for information only and without any representation or warranty as to their adequacy or suitability for use by CONTRACTOR in the services which CONTRACTOR is performing. CONTRACTOR shall be responsible for developing safety procedures applicable to CONTRACTOR's employees and for instructing said employees in such procedures.

COMPLIANCE WITH LAWS AND REGULATIONS — CONTRACTOR shall comply with all present and future laws, ordinances, rules and regulations of federal, state, municipal and other governmental authorities applicable to the services to be performed. While on DU PONT's plant, CONTRACTOR agrees to comply with DU PONT's applicable safety standards. CONTRACTOR shall furnish DU PONT (attention: Plant Buyer) with copies of any permits or other official documents which are required for disposal of the materials removed from DU PONT's location and of CONTRACTOR's contract authorizing the use of any disposal area owned by others.

INDEPENDENT CONTRACTOR — The employees, methods, equipment and facilities used by CONTRACTOR shall at all times be under its exclusive direction and control. CONTRACTOR's relationship to DU PONT under this agreement shall be that of an independent contractor and nothing in this agreement shall be construed to constitute CONTRACTOR, or any of its employees, an agent, joint venturer or partner of DU PONT.

INDEMNITY — CONTRACTOR agrees to take all necessary precautions to prevent any injury to person (including employees of CONTRACTOR and DU PONT) or damage to property (including DU PONT's and CONTRACTOR's property) during the progress of work covered hereunder and shall indemnify DU PONT against all loss and expense which may result in any way from any act or omission on the part of CONTRACTOR, its agents, employees, or subcontractors, except to the extent that any such loss is due solely and directly to the negligence of DU PONT.

INSURANCE — CONTRACTOR shall carry, at his expense, insurance of minimum limits as follows:

- (a) Workmen's Compensation — Statutory;
- (b) Comprehensive General Liability Bodily Injury \$300,000 and Property Damage \$100,000;
- (c) Comprehensive Automotive Liability Bodily Injury \$100,000/300,000 and Property Damage \$25,000;
- (d) Contractual Liability insuring CONTRACTOR's obligations under the "INDEMNITY" clause, above, in minimum limits of \$300,000 for Comprehensive General Liability Bodily Injury and Property Damage in minimum limits of \$100,000.

CONTRACTOR hereby agrees that such policies shall contain a waiver of subrogation against DU PONT. Certificates of insurance evidencing the coverages required above shall be filed with DU PONT (attention: Plant Buyer) prior to the furnishing of services under this agreement. Such certificates shall provide that the insurer will give DU PONT not less than ten (10) days' advance notice of any change in or cancellation of coverage. In the event any subcontractor is employed, with DU PONT's consent, CONTRACTOR shall provide DU PONT with evidence of the same coverages in the same limits with respect to such subcontractor.

SUBCONTRACTING - CONTRACTOR shall not subcontract any of the services covered without DU PONT's written approval.

ASSIGNMENT - Any agreement between DU PONT and the CONTRACTOR shall not be assignable either in whole or in part without the prior written consent of the other party.

TAXES - CONTRACTOR shall be responsible for the payment of all taxes covering services to be performed, including but not limited to the payment of all applicable taxes covering its employees.

ACCESS TO PREMISES - The access of CONTRACTOR and its employees to DU PONT's premises shall be as determined from time to time by DU PONT.

CONTINGENCY - No liability shall result to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, flood, explosion, war action or request of governmental authority, accident, labor trouble or shortage, inability to obtain material, equipment or transportation.

TERMINATION - If CONTRACTOR should be adjudged bankrupt or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or he should fail to make prompt payment for materials or labor, or disregard laws, ordinances or other governmental regulations, or violate any provisions of this agreement, DU PONT may on seven (7) days' written notice to CONTRACTOR terminate CONTRACTOR's services under this agreement.

FIRST-AID - In the event of personal injury to CONTRACTOR's personnel, DU PONT may make available emergency first-aid treatment and related services. Accordingly, CONTRACTOR shall sign the "Emergency First Aid Agreement" (Form EM-6682) which shall be attached to and become a part of this agreement.

16220408

EMERGENCY FIRST AID AGREEMENT

WHEREAS, E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, hereinafter referred to as "Du Pont", furnishes emergency first-aid, and related services to its employees on the premises at its F&F PLANT near PARLIN, NEW JERSEY and

WHEREAS, SCIENTIFIC CHEMICAL PROCESSING, INC., hereinafter referred to as the "Contractor", will perform certain work or furnish certain services upon such premises, and

WHEREAS, Contractor desires that such emergency first-aid treatment and related services be made available to his employees on such premises.

NOW, THEREFORE, in consideration of the rendering by Du Pont of emergency first-aid and related services to the employees of the Contractor to the same extent that such emergency first-aid and related services would be available to an employee of Du Pont on such premises, the Contractor, his successors and assigns hereby assume full and complete responsibility and liability for all injuries and damages to any of his employees arising out of or allegedly attributable in any way to such emergency first-aid treatment and services. The Contractor further undertakes and agrees to indemnify and save harmless Du Pont, its employees, contractors, successors and assigns, from any and all actions, rights of action, suits, debts, claims, damages, expenses and demands whatsoever with respect to or on account of any injury to or the death of any employee of the Contractor in any way attributable to or in connection with the performance of such emergency first-aid treatment, and related services of Du Pont, whether or not such injury, damage or death is caused by or alleged to have been caused by negligence of Du Pont.

Nothing contained herein shall be construed as imposing any duty upon Du Pont to provide facilities necessary to furnish emergency first-aid treatment or related services to Contractor's employees or to make such facilities and services available to Contractor's employees.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed this _____ day of _____, 19__.

ATTEST:

Robert H. Culp BY: _____